

ADOT CAR No.: IGA 21-0008203-I
AG Contract No.: P001 2021 000853
Project Location/Name: E. Thomas Road
and N. Val Vista Road
Type of Work: Maintenance

INTERGOVERNMENTAL AGREEMENT

BETWEEN
THE STATE OF ARIZONA
AND
THE CITY OF MESA

THIS AGREEMENT is entered into _____, pursuant to Arizona Revised Statutes ("A.R.S.") §§ 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State" or "ADOT") and the CITY OF MESA, acting by and through its MAYOR and CITY COUNCIL (the "City"). The State and the City are collectively referred to as "Parties".

I. RECITALS

1. The State is empowered by A.R.S. § 28-401 to enter into this Agreement and has delegated to the undersigned, the authority to execute this Agreement on behalf of the State.
2. The City is empowered by A.R.S. § 9-511 and Section 103 of the Mesa City Charter to enter into this Agreement and has by resolution, a copy of which is attached and made a part of, resolved to enter into this Agreement and has authorized the undersigned to execute this Agreement on behalf of the City.
3. The purpose of this Agreement is to establish the City's maintenance responsibilities of the area within State right of way at E. Thomas Road and N. Val Vista Drive, as shown in Exhibit A. This Agreement will establish maintenance responsibilities within the area depicted in Exhibit A and adjacent to City right of way.

THEREFORE, in consideration of the mutual terms expressed in this Agreement, it is agreed as follows:

II. SCOPE OF WORK

1. The State will:
 - a. Issue, in accordance with the established procedures of the State's Central District Permit Office, a permit on a yearly basis for routine maintenance and emergency work. Routine maintenance and emergency work will be defined within the permit. Permits will be issued when appropriate insurance documents are provided as required by ADOT Risk Management.
 - b. Coordinate pickup with the City of the existing fence, as set forth in Section II.2.b.
 - c. Be responsible for the structural integrity of the fence and gate, installed by the City, and maintenance of the fence, gate, and drainage channel within State right of way.
 - d. Retain all rights, obligations and responsibilities arising out of and relating to the ownership of the Property depicted in Exhibit A not specifically identified as belonging to the City under Section 2.

2. The City will:
 - a. Submit an encroachment permit application with all required documentation to the State's Central District Permit Office for routine maintenance and emergency work. Provide appropriate insurance with each encroachment permit once, then annually for the maintenance and emergency work, to keep that permit valid. Notify the State's Central District Permit Office of any emergency maintenance work affecting the State right of way. Submit an encroachment permit application for any new construction or installation within the State right of way area shown in Exhibit A.
 - b. Remove, roll, and within 14 days of removal, coordinate pickup of the existing fence with ADOT, all the preceding to occur within 18 months of the effective date of this Agreement.
 - c. Within 90 days of the removal of the existing fence:
 - i. Install fence and gate adjacent to N. Val Vista Drive in the State right of way, the gate is to be a minimum of 15' wide and located approximately as depicted on Exhibit A.
 - ii. Cut and cap the irrigation water line for the City's irrigation system, after providing reasonable advance notice of the timing and location of the cut and cap (at least 2 business days) in order to coordinate any necessary shut-off. All ADOT irrigation lines affecting the mainline and ramps, including but not limited to the trees between the new fence and the sound wall along the eastbound on-ramp at Val Vista Drive will remain intact and functioning.
 - d. Maintain the area shown in Exhibit A, maintenance includes:
 - i. Maintenance of existing landscaping, to include tree trimming, the pruning of palms, keeping the area free of weeds, trash, debris, and undesirable grasses, furnishing

and applying insecticide/herbicide sprays and dust to combat diseases and other pests, and pruning as required to maintain the landscaping.

- ii. Removal of litter, trash, and debris.
- iii. Keeping the drainage channel free of sediments and all other debris to avoid pipe blockage.
- e. Maintain any future improvements installed or constructed by the City not described herein on State right of way (under permit), including but not limited to signs, monuments, landscaping, landscaping components, or other similar improvements within the area in Exhibit A.

III. MISCELLANEOUS PROVISIONS

1. This Agreement shall become effective upon the signing and dating of all Parties and the Determination Letter by the State's Attorney General.
2. This Agreement shall remain in full force and effect for successive periods of five years from the effective date and may be amended upon mutual written consent of both Parties, provided however, that this Agreement may be cancelled at any time, with 90 days written notice. If the City initiates a cancellation of this Agreement they then agree to provide the State with the cost of removal of any City installed or constructed improvements.
3. The Parties acknowledge and will comply with Title VI of the Civil Rights Act Of 1964.
4. This Agreement shall be governed by and construed in accordance with Arizona laws.
5. This Agreement may be cancelled by the State in accordance with A.R.S. § 38-511.
6. To the extent applicable under law, the provisions set forth in A.R.S. §§ 35-214 and 35-215 shall apply to this Agreement.
7. This Agreement is subject to all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable Federal regulations under the Act, including 28 CFR Parts 35 and 36. The Parties to this Agreement shall comply with Executive Order Number 2009-09 issued by the Governor of the State of Arizona and incorporated herein by reference regarding "Non-Discrimination".
8. Non-Availability of Funds: Every obligation of the Parties under this Agreement is conditioned upon the availability of funds appropriated or allocated for the fulfillment of such obligations. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by either Party at the end of the period for which the funds are available. No liability shall accrue to either Party in the event this provision is exercised, and neither Party shall be obligated or liable for any future payments as a result of termination under this paragraph.

9. In the event of any controversy, which may arise out of this Agreement, the Parties hereto agree to abide by required arbitration as is set forth for public works contracts if required by A.R.S. § 12- 1518.
10. The Parties shall comply with the applicable requirements of A.R.S. § 41-4401.
11. The Parties shall ensure that all contractors comply with the applicable requirements of A.R.S. §35-393.01.
12. The Parties hereto shall comply with all applicable laws, rules, regulations and ordinances, as may be amended.
13. All notices or demands upon any Party to this Agreement shall be in writing and shall be delivered electronically, in person, or sent by mail, addressed as follows:

For Agreement and Amendments

Arizona Department of Transportation
Joint Project Agreement Section
205 S. 17th Avenue, Mail Drop 637E
Phoenix, AZ 85007
JPABranch@azdot.gov

City of Mesa
Attn: MariaAngelica Deeb
P.O. Box 1466
Mesa, AZ 85211
480.644.2845
Mariaangelica.deeb@mesaaz.gov

For Maintenance Related Issues:

Arizona Department of Transportation
Central Maintenance District
Maintenance Engineer
2140 W. Hilton, MD E700
Phoenix, AZ 85009
602.712.6664
602.712.3116 FAX

City of Mesa
Attn: Mike Davis
Water Reclamation Plant Supervisor
P.O. Box 1466
Mesa, AZ 85211
480.644.6012
Mike.Davis@mesaaz.gov

14. Any revisions to the names and addresses above may be updated administratively by either Party, by contracting each other writing.
 15. In accordance with A.R.S. § 11-952(D), attached hereto and made a part hereof, is the written determination of each Party's legal counsel that the Parties are authorized under the laws of this State to enter into this Agreement and that the Agreement is in proper form.
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IN WITNESS WHEREOF, the Parties have executed this Agreement the day and year first above written.

CITY OF MESA

STATE OF ARIZONA

Department of Transportation

By _____
Christopher J. Brady
City Manager

By _____
STEVE BOSCHEN, PE
Division Director

ATTEST:

By _____
HOLLY MOSELEY
City Clerk

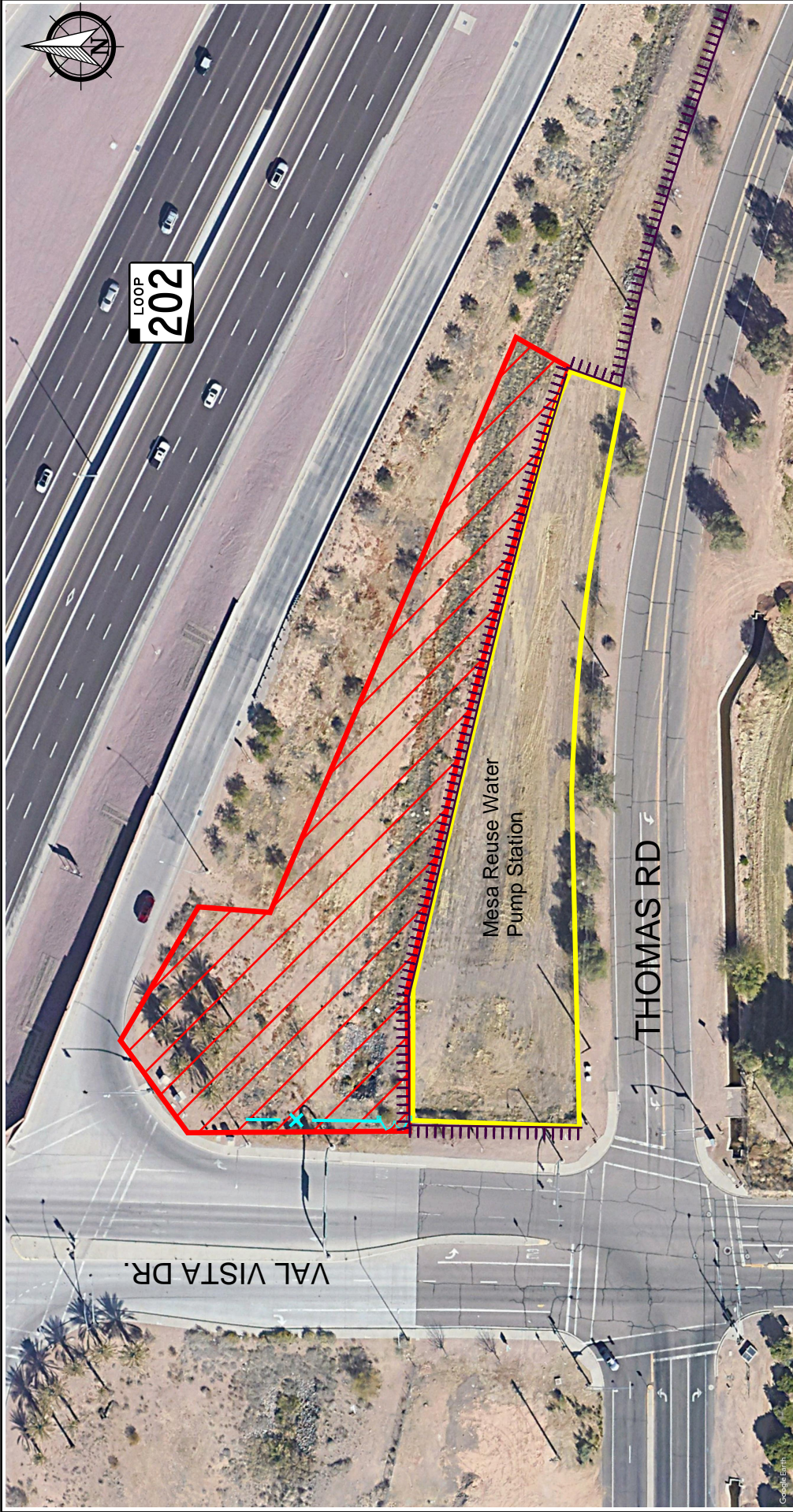
ATTORNEY APPROVAL FORM FOR THE CITY OF MESA

I have reviewed the above referenced Intergovernmental Agreement between the State of Arizona, acting by and through its DEPARTMENT OF TRANSPORTATION, and the CITY OF MESA, an agreement among public agencies which, has been reviewed pursuant to Arizona Revised Statutes §§ 11-951 through 11-954 and declare this Agreement to be in proper form and within the powers and authority granted to the City under the laws of the State of Arizona.

No opinion is expressed as to the authority of the State to enter into this Agreement.

City Attorney

Date




Legend

ADOT Access Control

City Maintenance Area

Future Fence installed by City

Minimum 15' Gate installed by Mesa

<div><div>Infrastructure Delivery and Operations <i>THIS SKETCH PLAN IS FOR ADOT INTERNAL USE ONLY</i></div></div>				ADOT / CITY OF MESA MAINTENANCE AGREEMENT	
	DATE		4/14/22		
ROUTE: 202 LOOP	LOCATION: VAL VISTA & THOMAS			HIGHWAY NAME: RED MOUNTAIN	SHEET NO.: 1 of 1